



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

August 31, 2010

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**#20 AUGUST 31, 2010**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**ALOSTA AVENUE BRIDGE OVER LITTLE DALTON WASH  
SIDEWALK IMPROVEMENT PROJECT  
APPROVE A COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF AZUSA AND THE COUNTY OF LOS ANGELES  
ADOPT RESOLUTION NO. 3909 FOR JURISDICTION AND  
CONTRIBUTION OF HIGHWAYS-THROUGH-CITIES FUNDS  
APPROVE GRANT OF EASEMENT OVER LITTLE DALTON WASH – PARCEL 74  
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
TO THE CITY OF AZUSA  
(SUPERVISORIAL DISTRICT 1)  
(4 VOTES)**

**SUBJECT**

This action is to approve the cooperative agreement between the City of Azusa and the County of Los Angeles to provide financing and delegation of responsibilities for the sidewalk improvement project; adopt the resolution declaring Alost Avenue Bridge over Little Dalton Wash to be part of the County of Los Angeles System of Highways and authorizing a contribution of County Highways-Through-Cities funds for the project; and approve the grant of easement over Little Dalton Wash, Parcel 74, from the Los Angeles County Flood Control District to the City of Azusa for street and highway purposes.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Acting as a responsible agency, find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the enclosed cooperative agreement with the

City of Azusa for the project. The agreement provides for the County of Los Angeles to finance and perform the preliminary engineering for the project; finance 50 percent of the construction contract administration, right-of-way acquisition, and construction contract costs, estimated to be \$257,000; and administer the construction contract. The agreement further provides for the City of Azusa to finance 50 percent of the construction contract administration and construction contract costs and \$1,250 for right-of-way acquisition, for an estimated cost of \$124,000. The total estimated project cost is \$381,000.

3. Authorize the Director of Public Works or her designee to approve contingencies up to 10 percent of the County of Los Angeles' total contribution equal to \$25,700 for the cost of unforeseen items that may occur, thereby increasing the maximum County of Los Angeles contribution of Highways-Through-Cities funds from \$257,000 to \$282,700.

4. Adopt Resolution No. 3909 declaring Alostia Avenue Bridge over Little Dalton Wash, which is within the City of Azusa, to be part of the County of Los Angeles System of Highways and approve County of Los Angeles contribution of Highways-Through-Cities funds in the amount of \$282,700 for preliminary engineering, right-of-way acquisition, construction contract administration, and construction contract costs for the project.

IT IS ALSO RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the grant of easement for street and highway purposes and the subsequent use of said easement will not interfere with the use of Little Dalton Wash for any purposes of the Los Angeles County Flood Control District.

2. Approve the grant of easement for street and highway purposes from the Los Angeles County Flood Control District to the City of Azusa at Alostia Avenue over Little Dalton Wash, Parcel 74, in the City of Azusa, for an amount not to exceed \$2,500.

3. Instruct the Chair of the Board to execute the Easement Deed upon presentation by the Department of Public Works and authorize delivery to the City of Azusa.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of these recommended actions is to provide County of Los Angeles (County) aid to the City of Azusa (City) and authorize the County to perform the preliminary engineering and administer the construction of the sidewalk improvements on Alostia Avenue. The City has requested the County's assistance to complete this project. The Board's approval of the enclosed agreement is necessary for the cooperative financing and delegation of responsibilities for the project.

Sections 1685 and 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city.

Additionally, the purpose of the recommended action is to obtain Board of Supervisors approval to grant an easement for street and highway purposes from the Los Angeles County Flood Control District (LACFCD) to the City. The easement is required for the City to maintain the Alostia Avenue Bridge over Little Dalton Wash sidewalk after the project is constructed.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) as it provides the City with County assistance to design, construct, and fund road improvements for the benefit of pedestrians and the motoring public.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total cost of this project is estimated to be \$381,000. The project is entirely within the City, and the improvements are worthwhile and of general County interest. Design services, right-of-way permits, and incidentals, estimated to be \$133,000, were financed by the First Supervisorial District's Road Construction Program in Fiscal Year 2009-10. Funding for the construction contract administration, construction contract costs and right-of-way costs, estimated to be \$248,000, plus the contingency of \$25,700 for unforeseen items, are included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2010-11 Road Fund Budget. The City will reimburse the County 50 percent of the construction contract administration, construction contract costs, and right-of-way costs for a permanent easement from LACFCD. The City's share of the project cost, estimated to be \$124,000, will be obtained from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (CDBG), and from other City funds.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed cooperative agreement provides for the County to finance and perform the preliminary engineering for the project, finance 50 percent of the construction contract administration and construction contract costs, and administer the construction contract for the project according to CDBG guidelines and Davis-Bacon requirements. The agreement further provides for the City to finance \$1,250 for right-of-way acquisition, 50 percent of construction contract administration, and 50 percent of construction contract costs. As part of this approval, we are seeking authorization for a contingency of \$25,700 for unforeseen items that may occur during construction. The County's actual contribution will be based upon a final accounting after completion of the project. The project is scheduled to begin construction in the spring of 2011 and be completed in the summer of 2011.

The proposed easement to be granted by the LACFCD is located on the northeast side of Alosta Avenue at Little Dalton Wash in the City of Azusa. The grant of an easement to be granted by the LACFCD is authorized by Section 2, Paragraph 13, of the Los Angeles County Flood Control Act. This Section provides as follows: "Said Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and as such shall have the power...13. To lease, sell or disposed of any property (or any interest therein) whenever in the judgment of said board of supervisors said property, or any interest therein, or any part thereof, is no longer required for the purpose of said district."

This transaction is not considered adverse to the LACFCD's purpose, and the grant of easement will not hinder the use of the flood control channel for potential transportation, utility, or recreational corridors. The easement document will reserve paramount rights for LACFCD purposes.

The enclosed resolution and cooperative agreement have been approved as to form by County Counsel. The easement document will be approved by County Counsel and recorded.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(c) and (e) of the CEQA guidelines and Classes 1(g) and 1(x), Subsections 14 and 16, of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for additions to existing structures, reconstruction of drainage structures, and construction of sidewalks. The City is the lead agency for this project and a Notice of Exemption was prepared by the City and filed with the Registrar Recorder/County Clerk on December 14, 2009.

The grant of easement is also categorically exempt from the provisions of CEQA pursuant to Section 15305(b) of the CEQA guidelines and Class 5(a) of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for the granting of easements to other local agencies.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Upon completion of the sidewalk improvement project, Alosta Avenue Bridge over Little Dalton Wash will be safer for pedestrians. The proposed work is needed and of general County interest. The grant of easement allows for the joint use of LACFCD's right of way without interfering with the primary mission of the LACFCD.

### **CONCLUSION**

Please return one adopted copy of this letter, the CITY ORIGINAL of the agreement, and two certified copies of the Resolution to the Department of Public Works, Programs Development Division. The agreement marked COUNTY ORIGINAL and resolution are for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:SA:dg

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF AZUSA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to design and construct sidewalk improvements to Alosta Avenue Bridge over little Dalton Wash (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY has requested and COUNTY is willing to provide aid to CITY in the amount of Two Hundred Fifty-seven Thousand and 00/100 Dollars (\$257,000.00) and to perform or cause to be performed the preliminary engineering, construction contract, construction inspection and engineering, materials testing, construction survey, right-of-way engineering, right-of-way acquisition, and contract administration for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of "PRELIMINARY ENGINEERING," "CONSTRUCTION CONTRACT," and "CONSTRUCTION ADMINISTRATION" as more fully set forth herein; and

WHEREAS, COUNTY is willing to contribute Highway-Through-Cities (HTC) funds toward "COST OF PROJECT," and

WHEREAS, CITY is willing to contribute One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) for right-of-way acquisition costs and COUNTY is willing to finance the remaining cost of "PRELIMINARY ENGINEERING," CITY and COUNTY are willing to equally finance the costs of "CONSTRUCTION ADMINISTRATION" and "CONSTRUCTION CONTRACT"; and

WHEREAS, "COST OF PROJECT" is currently estimated to be Three Hundred Eighty-one Thousand and 00/100 Dollars (\$381,000.00) with CITY'S estimated share being One Hundred Twenty-four Thousand and 00/100 Dollars (\$124,000.00) and COUNTY'S estimated share being Two Hundred Fifty-seven Thousand and 00/100 Dollars (\$257,000.00); and

WHEREAS, CITY has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (CDBG), to be used to finance a portion of COST OF PROJECT; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way acquisition; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modifications of plans and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies and all other necessary work after advertising of PROJECT for construction to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- d. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, required materials, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

2) CITY AGREES:

- a. To finance 50 percent of the costs of CONSTRUCTION ADMINISTRATION and CONSTRUCTION CONTRACT and contribute One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) toward right-of-way acquisition costs, the actual amount of CONSTRUCTION ADMINISTRATION and CONSTRUCTION CONTRACT will be determined by a final accounting of COST OF PROJECT.

- b. To reimburse the COUNTY, following execution of this AGREEMENT and upon demand by COUNTY with proper documentation, a total of One Hundred Twenty-four Thousand and 00/100 Dollars (\$124,000.00) of which One Hundred Twenty-two Thousand Seven Hundred Fifty and 00/100 Dollars (\$122,750.00) may be CDBG funds and One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) right-of-way acquisition costs from other City funds (non-federal), to finance its estimated share of COST OF PROJECT. Said demand will consist of a billing invoices prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY's request for jurisdiction of Alostia Avenue Bridge over Little Dalton Wash as part of the County System of Highways for the limited purpose of constructing PROJECT improvements.
- d. To grant to COUNTY any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT at no cost to COUNTY to the extent not already provided by law.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S jurisdiction of PROJECT.
- h. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.



3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT.
- b. To finance the PRELIMINARY ENGINEERING except for One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) of right-of-way acquisition costs contributed by CITY and 50 percent of the costs of CONSTRUCTION ADMINISTRATION and CONSTRUCTION CONTRACT for an estimated total of Two Hundred Fifty-seven Thousand and 00/100 Dollars (\$257,000.00), the actual amount of which is to be determined by a final accounting of COST OF PROJECT.
- c. To accept CITY'S payments of One Hundred Twenty-two Thousand Seven Hundred Fifty and 00/100 Dollars (\$122,750.00) of CDBG funds for CITY'S share of cost of CONSTRUCTION ADMINISTRATION and CONSTRUCTION CONTRACT and One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) of other City funds (non-federal), toward right-of-way acquisition cost for PROJECT.
- d. To follow provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for Workman's Compensation or to undertake self insurance in accordance with the provisions of that Code, and ensure that the selected construction contractor complies with such provisions as further described in Attachments II, and III.
- e. That the CONSTRUCTION CONTRACT and CONSTRUCTION ADMINISTRATION of this PROJECT are federally assisted and the Davis-Bacon requirements will be enforced; if State and Federal wage rates are applicable, then the higher of the two will be used; and that the Federal Labor Standards Provision (Form HUD-4010) is a part of the contract and compliance and will be enforced as described in Attachment I.
- f. That the CONSTRUCTION CONTRACT of this PROJECT is subject to HUD Section 3 requirements and all bidders must commit to achieving the Section 3 employment and contracting goals to be considered a Section 3 responsive bidder and to make the requirements of Attachments II, and III part of the contract's specifications.
- g. To follow CDBG procedures for the CONSTRUCTION CONTRACT as required by the Labor Compliance Division of the County of Los Angeles Community Development Commission.
- h. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.



- i. To advertise PROJECT for construction bids, to award and to administer the CONSTRUCTION CONTRACT to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
  - j. To furnish CITY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. If the funds described in paragraph 2) b. above are insufficient to completely finance CITY's commitment, as set forth in paragraph 2) a. above, CITY shall pay COUNTY other CITY funds so that the total will equal CITY'S share of COST OF PROJECT, as described in paragraph 2) a. above.
  - b. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the work done as defined in paragraphs 2) a. and 3) b. contained herein.
  - c. If at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S payments, as set forth in paragraph 2) b. above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payments, COUNTY shall refund the difference to CITY within thirty (30) days of the date COUNTY furnished CITY with the final accounting.
  - d. That if CITY'S payments, as set forth in paragraph 2) b. above, is not delivered to COUNTY office, which is described on the billing invoices prepared by COUNTY, within sixty (60) calendar days after the dates of said invoices, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
  - e. That if CITY'S payments, as set forth in paragraph 2) b. above, is not delivered to COUNTY office, which is described on the billing invoices prepared by COUNTY, within sixty (60) calendar days after the date of said invoices, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.

- f. CITY shall review the billing invoice prepared by COUNTY for CITY'S payment, as set forth in paragraph 4) b. above, and report in writing any discrepancies to COUNTY within (60) calendar days after the date of said invoices. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Tito Haes  
Assistant City Manager/Director of Public Works  
City of Azusa  
213 East Foothill Boulevard  
Azusa, CA 91702-1395

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY's geographical limits including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- m. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- n. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the unincorporated COUNTY's geographical limits. Including liability under the Comprehensive

- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- p. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32048 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF AZUSA on \_\_\_\_\_, 2010, and by the COUNTY OF LOS ANGELES on August 31, 2010.



ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_

Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20

AUG 31 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By \_\_\_\_\_

*Gloria Molina*  
Chair, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer

Clerk of the Board of Supervisors

By \_\_\_\_\_

Deputy

CITY OF AZUSA

By \_\_\_\_\_

*Mayor Joseph R. Rocha*  
Mayor Joseph R. Rocha

ATTEST:

By \_\_\_\_\_

*Vera Mendoza*  
City Clerk Vera Mendoza

APPROVED AS TO FORM:

By \_\_\_\_\_

*Adrian R. Conner*  
City Attorney

**THE FOLLOWING FEDERAL CLAUSES AND REQUIREMENTS ARE AN INTEGRAL PART OF THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF AZUSA ("CITY") AND THE COUNTY OF LOS ANGELES ("COUNTY") FOR THE ALOSTA AVENUE BRIDGE OVER THE LITTLE DALTON WASH:**

Program Income

If program income is generated, the County will report all program income as defined in 24 CFR Part 570, Section 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. All unused program income will be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and will be remitted promptly to the City.

Suspension or Termination

Suspension or Termination may occur if the County materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Compliance

The County agrees to comply with current city and state civil rights policies and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

Executive Order 11246

The County will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The County will take affirmative action to ensure that all employment practices are free from such discrimination. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Executive Order 11063

As amended by Executive Order 12259, the County is required to take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex, or national origin, in the sale, leasing, rental or other disposition of residential property and related facilities, or in the use of occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants or contributions agreed to be made by the Federal Government.

#### Executive Order 12372

Projects that fund the planning or construction (reconstruction or installation) of water or sewer facilities shall conduct State review process for review and comment.

#### Religious Organization

Community Development Block Grant funds shall be disbursed between faith-based and secular non-profit organizations on an equal treatment basis. Faith-based and religious organizations shall not be discriminated against nor favored in the disbursement of CDBG funds.

#### Uniform Administrative Requirements and Cost Principles

The County will administer its program in conformance with OMB Circular A-87 'Cost Principles for State, Local and Indian Tribal Governments', OMB Circular A-128 'Audits of State and Local Governments', and the applicable sections of 24 CFR Part 85, 'Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments' for all costs incurred whether charged on a direct or indirect basis.

#### Record Retention

County shall make available for inspection to authorized City, County and HUD personnel and their agents, for a total of five (5) years from the expiration date of this Agreement, all records, including financial, pertaining to its performance under this Agreement, and allow said County and HUD personnel and agents to inspect and monitor County's facilities and program operations, and interview County staff and program participants, as required by the County and/or HUD. County agrees to submit all data that are necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Commission, through its Executive Director or his designee. Failure of County to comply with the requirements of this Section shall constitute a material breach of Agreement upon which the Commission, through its Executive Director or his designee may cancel, terminate or suspend this Agreement.

#### Title IV of the Civil Rights Act of 1964

The County shall comply with the Civil Rights Act of 1964, Title VI, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### Rehabilitation Act of 1973

The County agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, 929 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. No otherwise qualified individual with handicaps in the United States will, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or



be subjected to discrimination under any program or activity receiving Federal financial assistance

#### Section 109

The County shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### The Age Discrimination Act of 1975

No person in the United States will, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR Section 40.2 or the definition of building as defined in 41 CFR Part 101, is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures and Appendix A to 41 CFR Parts 101-19 for general type buildings). The Americans with Disabilities Act (42 U.S.C. Section 12131; 47 U.S.C. Sections 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable-that is, easily accomplishable and able to be carried out without much difficulty or expense.

#### Reversion of Assets

Upon expiration or termination of this Agreement, the County shall immediately transfer to the City any remaining CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the County's ownership or possession that was acquired or improved in whole or in part with CDGB funds in excess of \$25,000 shall be either:

- i. Used to meet one of the national objectives in 24 CFR Section 570.208 for five (5) years following the close-out of the CDBG grant from which assistance to the property was provided after expiration of this Agreement (24 CFR Section 570.505); or
- ii. Disposed of in a manner, which results in the City being reimbursed in the

amount of the current market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph i above. The County shall maintain the use of the real property and documentation verifying compliance with the national objective for a period of five (5) years after closeout of this project. The County must submit to the City a completed certification form verifying that the real property is used exclusively for the eligible use and purpose as provided in the Agreement. This form shall be submitted on an annual basis, when requested, beginning in year two (2) and for a period of five (5) years after closeout of the project. In case of a change of use or disposition, the City must be reimbursed for the market value of the property at the time of disposition, or proceeds from the sale, less the pro rata share of expenditures made with non-CDBG funds to acquire or improve the property.

#### Conflict of Interest

The County, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b). To this end, the County will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.

#### Lead-Based Paint

The County agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement will be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 570, Section 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification will point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

#### Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)

The County agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. When persons are displaced, relocation assistance shall be provided at Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) levels. The County agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

#### Flood Disaster Protection of 1973

The County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired,

cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

#### Fair Housing Act

It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

#### Eligibility Restrictions

Certain newly legalized aliens are not eligible to apply for benefits under covered activities funded by CDBG. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities. "Benefits" do not include relocation services and payments to which displaces are entitled by law.

#### County and Federal Lobbying Prohibited Activities

With regard to the certification for agreements, grants, and loans, the County will certify, to the best of their knowledge and belief, that: a. The County is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the County will comply with the County Code; b. The County is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the County will comply with the Federal Lobbyist Requirements; c. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; d. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; e. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Construction Contracts

Any and all construction contracts entered into by the County shall comply with federal Labor Standards, Davis-Bacon, and all other federal, state, county and city requirements pertaining to construction contracts.

## FEDERAL LOBBYIST CERTIFICATION

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (        ) \_\_\_\_\_

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Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)



**Community Development Commission  
County of Los Angeles**

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**COUNTY LOBBYIST CODE CHAPTER 2.160  
COUNTY ORDINANCE NO. 93-0031  
CERTIFICATION**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (        ) \_\_\_\_\_

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Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**RESOLUTION DECLARING ALOSTA AVENUE BRIDGE OVER  
LITTLE DALTON WASH, WHICH IS WITHIN THE CITY OF AZUSA,  
TO BE A PART OF THE COUNTY SYSTEM OF HIGHWAYS AND  
CONTRIBUTION OF HIGHWAYS-THROUGH-CITIES FUNDS**

**RESOLUTION NO. 3909**

WHEREAS, by reason of its location and travel thereon, Alostia Avenue Bridge over Little Dalton Wash, which is within the City of Azusa, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of constructing sidewalk improvements on both sides of Alostia Avenue.

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by means of adopting the attached sample resolution by the City Council of the City of Azusa, California, consenting to the establishment of Alostia Avenue Bridge over Little Dalton Wash, within said City, as part of the County System of Highways;

WHEREAS, the Board of Supervisors of said County intends to contribute Highways-Through-Cities funds, estimated to be \$282,700, towards the preliminary engineering, right-of-way acquisition, construction contract administration, and construction contract costs for the project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that Alostia Avenue Bridge over Little Dalton Wash, which is within the City of Azusa, is hereby declared to be a part of the System of Highways of said County as provided in Sections 1700 and 1702 inclusive of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work and the contribution of Highway-Through-Cities funds, in the amount of \$282,700, to finance the preliminary engineering and part of the construction administration costs of the improvements.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the County agrees:

- (a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned bridge, within the City of Azusa, existing prior to the start of road construction by the County of Los Angeles or following the completion and field acceptance of said construction.
- (b) That the work to be performed by the County of Los Angeles shall not include roadway maintenance activities on Alostia Avenue Bridge over Little Dalton Wash, which is within the City of Azusa, prior to the start of



road construction by the County of Los Angeles or following the completion and field acceptance of said construction.

- (c) That the County of Los Angeles authorizes the Director of the County of Los Angeles Department of Public Works to assign to the City of Azusa all of its right, title, and interest in any unexpired portion of the one year warranty granted to the County of Los Angeles by the construction contractor performing the Road Work. This assignment is effective following completion of construction of the Road Work and upon field acceptance of said construction by the County of Los Angeles.

The foregoing Resolution was adopted on the 31 day of August, 2010, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By

Deputy

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AZUSA, CALIFORNIA, CONSENTING TO THE ESTABLISHMENT OF  
ALOSTA AVENUE BRIDGE OVER LITTLE DALTON WASH, WITHIN SAID CITY, AS  
PART OF THE SYSTEM OF HIGHWAYS OF THE COUNTY OF LOS ANGELES**

WHEREAS, the County of Los Angeles Board of Supervisors on \_\_\_\_\_, 2010, duly adopted a resolution declaring Alost Avenue Bridge over Little Dalton Wash, which is within the City of Azusa, to be a part of the County System of Highways for the purpose of construction of sidewalk improvements on both sides of Alost Avenue, as provided in Sections 1700 to 1702 inclusive of the Streets and Highways Code of the State of California; and

WHEREAS, said Board of Supervisors by said resolution requested this Council to give its consent to allow the County to perform sidewalk improvement work at Alost Avenue Bridge over Little Dalton Wash (Road Work), within the City of Azusa; and

WHEREAS, it is the intent of the County of Los Angeles Board of Supervisors to perform the Road Work, provided the consent of the governing body of the City of Azusa shall first be given under the terms herein.

NOW, THEREFORE, the City Council of the City of Azusa does resolve as follows:

SECTION 1. Consent to Inclusion in County Highway System – This City Council does hereby consent to include Alost Avenue Bridge over Little Dalton Wash as part of the System of Highways of the County of Los Angeles as provided in the Sections 1700 to 1704 inclusive of the Streets and Highways Code of the State of California, for the limited purpose of construction of sidewalk improvements on both sides of Alost Avenue, at this location.

SECTION 2. Indemnification – That the City of Azusa shall fully indemnify, defend, and hold the County of Los Angeles harmless in connection with any and all claims, liability, injury (as defined by Government Code Section 810.8), or damage relating to Alost Avenue Bridge over Little Dalton Wash that is not caused by the County of Los Angeles' Road Work.

SECTION 3. Roadway Maintenance – The City of Azusa will remain the owner of Alost Avenue Bridge over Little Dalton Wash and remain responsible for all roadway maintenance activities on Alost Avenue Bridge over Little Dalton Wash prior to the start of construction by the County of Los Angeles or following the completion and field acceptance of said construction. Following completion of construction and County of Los Angeles' field acceptance of the Road Work, the City of Azusa accepts ownership and full responsibility for all roadway maintenance, including relating to the Road Work.

SECTION 4. Environmental Documentation – The City of Azusa does hereby consent to adopt and concurs with the environmental findings pursuant to the California Environmental Quality Act that has been adopted by the County of Los Angeles in connection with the Road Work.

SECTION 5. Warranty for Road Work – The County of Los Angeles will assign to the City of Azusa all of its right, title, and interest to any unlapsed portion of a one-year warranty granted to the County of Los Angeles by the construction contractor performing the Road Work following completion of construction of the Road Work and field acceptance of said construction by the County of Los Angeles. The City of Azusa agrees to accept said assignment as its sole remedy against the County of Los Angeles in connection with defects relating to said Road Work.

P:\pdpub\City\Cities-Uninc Areas\San Gabriel Valley\AZU\ALOSTA BRIDGE CITY RESOLUTION.doc

# DUPLICATE

RECORDING REQUESTED BY  
AND MAIL TO:

City of Azusa  
213 East Foothill Boulevard  
Azusa, CA 91702-2514

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

*Space Above This Line Reserved for Recorder's Use*

Assessor's Identification Number:  
8624-002-901 (Portion)

## EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT), does hereby grant to the CITY OF AZUSA, a municipal corporation (hereinafter referred to as the GRANTEE), an easement for public road and highway purposes in, on, over, and across all that real property in the City of Azusa, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions which GRANTEE, by the acceptance of this Easement and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. DISTRICT reserves the paramount right to use said land for flood control purposes.
2. GRANTEE agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the land herein-described until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District. Such approval by DISTRICT shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. DISTRICT does not accept ownership or responsibility for the improvements.

Alosta Pedestrian Bridge  
**ALOSTA AVENUE 8-1RE**  
Affects: LITTLE DALTON WASH 74  
13-RW 19.2 X2101783  
S.D. 1 RDC0015291



**ALOSTA PEDESTRIAN BRIDGE**

Easement Page 2

3. GRANTEE agrees that it shall indemnify and save harmless the DISTRICT, its officers, agents and/or employees, from any and all liability, loss, damage or expense to which DISTRICT, its officers, agents and employees may be subjected as the result of any act or omission by GRANTEE, its officers, agents, and/or employees, arising out of the exercise by GRANTEE, its officers, agents, employees or contractors of any of the rights granted to it by this Easement document.
4. It is expressly understood that DISTRICT will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement document.
5. The provisions and agreements contained in this Easement document shall be binding upon GRANTEE, its successors and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following GRANTEE's exercise of these easement rights to construct such structures and improvements, GRANTEE agrees to pay on behalf of DISTRICT that part of any such assessment levied against DISTRICT, which is based on the value contributed to that area by GRANTEE's said improvements.

Dated October 6, 2010



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic

By *Gloria Molina*

Chair, Board of Supervisors of the  
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By *[Signature]*  
Deputy

NOTE: Acknowledgment form on reverse side.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 6<sup>th</sup> day of October, 2016, the facsimile signature of GLORIA MOLINA, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By [Signature]

Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN  
County Counsel

By [Signature]

Deputy

APPROVED as to title and execution,

\_\_\_\_\_, 20\_\_\_\_.

DEPARTMENT OF PUBLIC WORKS  
Survey/Mapping & Property Management Division

Supervising Title Examiner

By \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the deed or grant herein, dated \_\_\_\_\_, from the Los Angeles County Flood Control District, a body corporate and politic, to the City of Azusa, a municipal corporation, is hereby accepted pursuant to authority conferred by Resolution No. \_\_\_\_\_, of the City Council of the City of Azusa, adopted on \_\_\_\_\_, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By \_\_\_\_\_



## EXHIBIT A

Project Name: Alostia Pedestrian Bridge  
**ALOSTA AVENUE 8-1RE**  
Affects: Little Dalton Wash 74  
13-RW 19.2  
A.I.N. 8624-002-901  
T.G. 569 (A6)  
I.M. 159-317  
First District  
X2101783

### LEGAL DESCRIPTION

**PARCEL NO. 8-1RE** (Easement for public road and highway purposes):

That portion of that part of the Rancho Azusa, Finally Confirmed to Henry Dalton, as shown on map recorded in Book 2, pages 106 and 107, of Patents, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as Parcel No. 74 in a Final Order of Condemnation, had in Superior Court Case No. 743427, a certified copy of which is recorded in Book D1697, page 459, of Official Records, in the office of said Registrar-Recorder/County Clerk, within the following described boundaries:

Beginning at the intersection of the northeasterly boundary of that certain 80-foot wide strip of land described in deed to the State of California, recorded in Book 12230, page 230, of said Official Records, (said 80-foot wide strip of land was relinquished to the City of Azusa as shown in document recorded in Book R3392, page 344, of said Official Records) and a line parallel with and 35 feet northwesterly, measured at right angles, from that certain course having a bearing and length of N 70°31'04" E 424.30 feet in the centerline of said Parcel No. 74; thence North 70°31'04" East along said parallel line, a distance of 10.74 feet to a line parallel with and 10 feet northeasterly, measured at right angles, from said northeasterly boundary; thence South 40°52'47" East along said last-mentioned parallel line, a distance of 70.34 feet to the southerly boundary of said Parcel No. 74; thence southwesterly, in a direct line, to a point in said northeasterly boundary, said point being distant along said northeasterly boundary South 40°52'47" East 5.00 feet from the southerly sideline of that certain 60-foot wide strip of land described in said Parcel No. 74; thence North 40°52'47" West along said northeasterly boundary, a distance of 74.81 feet to the point of beginning.

Containing: 726± square feet.

To be known as ALOSTA AVENUE.

*This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.*

RO C:\MyFiles\Legal Descriptions\Alostia Pedestrian Bridge\8-1RE.doc

APPROVED AS TO DESCRIPTION

December 23, 2009

COUNTY OF LOS ANGELES

By 

SUPERVISING CADASTRAL ENGINEER III  
Mapping and Property Management Division